

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO	PAGE OF PAGES 1 70	
2. CONTRACT NO.		3. SOLICITATION NO. N00167-01-R-0037		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 02 Jul 2001	6. REQUISITION/PURCHASE NO. 14121407	
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK CODE 3324, DAVID TYCHMAN 9500 MACARTHUR BLVD. WEST BETHESDA MD 20817-5700			CODE N00167	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
			TEL: 301-227-5824 FAX: 301-227-5784			TEL:	
					FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Bldg 121, Room 214A</u> until <u>14 00</u> local time <u>02 Aug 2001</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME DAVID TYCHMAN		B. TELEPHONE (Include area code)(NO COLLECT CALLS) 301-227-5824		C. E-MAIL ADDRESS TychmanDJ@nswccd.navy.mil	
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B Supplies or Services and Prices

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS**PART I – THE SCHEDULE YEAR ONE****SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

0001 The Contractor shall provide research, development, analysis and evaluation of heating, ventilation, air conditioning, refrigeration and chilled water systems for naval vessels.

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
0001AA	Principal Engineer	2,350	LH	_____	_____
0001AB	Admin. Assistant	550	LH	_____	_____

0002 SUPPORT COSTS:

Inclusive of Travel and Material. Any applicable Handling Costs and/or G&A for these Items are specified by CLIN. These items are non-fee bearing.

	Travel	1	LOT	\$_____	
	Travel Handling Costs	1	LOT	\$_____	
0002AA	Total Travel	1	LOT	*NTE	\$13,000
	Material	1	LOT	\$_____	
	Material Handling Costs	1	LOT	\$_____	
0002AB	Total Materials	1	LOT	*NTE	\$5,000
0003	Data Requirements in accordance with Section C.4 of the Schedule. Specific data requirements will be identified as required by Delivery Orders issued hereunder	1	LOT	**NSP	**NSP

*NTE - NOT TO EXCEED

** NSP - NOT SEPARATELY PRICED

TOTAL COSTS YEAR 1 \$_____

Contract Type: This is an ID/IQ, Time and Materials type contract which provides for the issuance of Delivery Orders during the period from the date of award of the contract through five (5) years thereafter.

MINIMUM AND MAXIMUM QUANTITIES

1. As referred to in paragraph (b) of clause 52.216-22, entitled “Indefinite Quantity”, the contract minimum quantity is a total amount of \$25,000 worth of delivery orders.
2. The maximum quantity is the total time and material ceiling amount which includes all CLIN’s specified at the time of award. The contract maximum quantity is not to be exceeded without prior approval of the Procuring Contracting Officer.

SECTION B SPECIAL INSTRUCTIONS

1. Offerors shall identify applicable Handling Costs (G&A, Overhead, or other indirect rates) associated with the respective Travel and Material.
2. With regard to Delivery Orders issued hereunder, the Contractor may vary the individual labor costs within the total labor costs. The Contractor may also vary the individual support costs within the total support costs. However, in no event shall the contractor exceed the total delivery order amount or the total amount of the contract without prior written approval from the Contracting Officer.

This contract does not incorporate any options

PART I – THE SCHEDULE YEAR TWO
SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

0004 The Contractor shall provide research, development, analysis and evaluation of heating, ventilation, air conditioning, refrigeration and chilled water systems for naval vessels.

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
0004AA	Principal Engineer	2,000	LH	_____	_____
0004AB	Admin. Assistant	500	LH	_____	_____

0005 SUPPORT COSTS:

Inclusive of Travel and Material. Any applicable Handling Costs and/or G&A for these Items are specified by CLIN. These items are non-fee bearing.

	Travel	1	LOT	\$_____	
	Travel Handling Costs	1	LOT	\$_____	
0005AA	Total Travel	1	LOT	*NTE	\$15,000
	Material	1	LOT	\$_____	
	Material Handling Costs	1	LOT	\$_____	
0005AB	Total Materials	1	LOT	*NTE	\$1,500
0006	Data Requirements in accordance with Section C.4 of the Schedule. Specific data requirements will be identified as required by Delivery Orders issued hereunder	1	LOT	**NSP	**NSP

TOTAL COSTS YEAR 2 \$_____

PART I – THE SCHEDULE YEAR THREE
SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

0007 The Contractor shall provide research, development, analysis and evaluation of heating, ventilation, air conditioning, refrigeration and chilled water systems for naval vessels.

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
0007AA	Principal Engineer	1,750	LH	_____	_____
0007AB	Admin. Assistant	400	LH	_____	_____

0008 SUPPORT COSTS:

Inclusive of Travel and Material. Any applicable Handling Costs and/or G&A for these Items are specified by CLIN. These items are non-fee bearing.

	Travel	1	LOT	\$_____	
	Travel Handling Costs	1	LOT	\$_____	
0008AA	Total Travel	1	LOT	*NTE	\$17,500
	Material	1	LOT	\$_____	
	Material Handling Costs	1	LOT	\$_____	
0008AB	Total Materials	1	LOT	*NTE	\$1,000
0009	Data Requirements in accordance with Section C.4 of the Schedule. Specific data requirements will be identified as required by Delivery Orders issued hereunder	1	LOT	**NSP	**NSP

TOTAL COSTS YEAR 3 \$_____

PART I – THE SCHEDULE YEAR FOUR
SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

0010 The Contractor shall provide research, development, analysis and evaluation of heating, ventilation, air conditioning, refrigeration and chilled water systems for naval vessels.

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
0010AA	Principal Engineer	2,000	LH	_____	_____
0010AB	Admin. Assistant	450	LH	_____	_____

0011 SUPPORT COSTS:

Inclusive of Travel and Material. Any applicable Handling Costs and/or G&A for these Items are specified by CLIN. These items are non-fee bearing.

	Travel	1	LOT	\$_____	
	Travel Handling Costs	1	LOT	\$_____	
0011AA	Total Travel	1	LOT	*NTE	\$20,000
	Material	1	LOT	\$_____	
	Material Handling Costs	1	LOT	\$_____	
0011AB	Total Materials	1	LOT	*NTE	\$1,000
0012	Data Requirements in accordance with Section C.4 of the Schedule. Specific data requirements will be identified as required by Delivery Orders issued hereunder	1	LOT	**NSP	**NSP

TOTAL COSTS YEAR 4 \$_____

**PART I – THE SCHEDULE YEAR FIVE
SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

0013 The Contractor shall provide research, development, analysis and evaluation of heating, ventilation, air conditioning, refrigeration and chilled water systems for naval vessels.

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
0013AA	Principal Engineer	2,250	LH	_____	_____
0013AB	Admin. Assistant	450	LH	_____	_____

0014 SUPPORT COSTS:

Inclusive of Travel and Material. Any applicable Handling Costs and/or G&A for these Items are specified by CLIN. These items are non-fee bearing.

	Travel	1	LOT	\$_____	
	Travel Handling Costs	1	LOT	\$_____	
0014AA	Total Travel	1	LOT	*NTE	\$20,000
	Material	1	LOT	\$_____	
	Material Handling Costs	1	LOT	\$_____	
0014AB	Total Materials	1	LOT	*NTE	\$1,000
0015	Data Requirements in accordance with Section C.4 of the Schedule. Specific data requirements will be identified as required by Delivery Orders issued hereunder.	1	LOT	**NSP	**NSP

TOTAL COSTS YEAR 5 \$_____

TOTAL COSTS, ALL YEARS, ALL ITEMS \$_____

SECTION C Descriptions and Specifications

SPECIFICATION FOR ENGINEERING AND TECHNICAL SUPPORT SERVICES**1.0 Introduction:**

Naval Surface Warfare Center, Carderock Division, (NSWCCD) Machinery Research and Development Directorate, Propulsion and Auxiliary Systems Department, Climate Control Branch (Code 822) is responsible for the heating, ventilation, air conditioning, refrigeration and chilled water systems of all naval surface vessels.

The Contractor shall perform task assignments within the general scope of work described in the following paragraphs to assist with these responsibilities. The scope of work will include research, development, analysis and evaluation of heating, ventilation, air conditioning, refrigeration and chilled water systems for naval vessels.

2.0 Scope:

The Contractor shall provide technical support within the scope of the following task areas. Task deliverables will consist of documentation, data and materials in accordance with the task statement and the Contract Data Requirements List (Form DD 1423) of the base contract.

2.1 Task A – Perform data reduction and analysis of data taken at the NSWCCD

Annapolis facility during the CFC Elimination Program Development phase. Typically this data will involve compressor mapping, air conditioning performance, and acoustic measurements. The CFC-114 legacy AC system, HFC-236fa AC systems, HFC-134a AC system and HFC-134a refrigeration systems may be analyzed.

- 2.1.1 Reduce test data from a binary format to a useable format utilizing Fortran programs. Modify Fortran program as necessary to ensure reduced data is accurate.
- 2.1.2 Analyze the integration of instrumentation with hardware.
- 2.1.3 Analyze data and summaries results.
- 2.1.4 Draft technical reports documenting results obtained by data acquisition including detailed analysis, concise text and graphical figures to explain complicated concepts being reported.

2.2 Task B – Support research, development, acquisition, test and evaluation (RDT&E) efforts relevant to the Navy's heating, ventilation, air conditioning, refrigeration and chilled water systems. Specifically, most of the support will involve the HFC-236fa air conditioning plant conversion kits involved in the CFC Elimination Program (125-ton, 150-ton, 200-ton, 250-ton, 300-ton and 363-ton).

- 2.2.1 Develop analytical and finite element computational fluid dynamics (CFD) models of specific portions of Navy refrigeration and air conditioning and chilled water systems sufficient for predicting the effect of changes in flow and temperature for the various ship classes and A/C plant capacities.
- 2.2.2 Analyze optimum gear and impeller selection for AC plants not demonstrated in the laboratory.
- 2.2.3 Analyze and recommend design improvement of control algorithms utilized by AC plants of various capacity and refrigerants.
- 2.2.4 Analyze and recommend design improvements to modify compressor's diffuser plate and volute to improve compressor efficiency.
- 2.2.5 Prepare recommended inputs for program/project briefings and presentations.
- 2.2.6 Analyze program/project status and prepare summary documentation.
- 2.2.7 Analyze and prepare updates for financial/technical plans of action and milestones (POA&M).
- 2.2.8 Prepare recommendations for inputs on resource requirements for long range planning.

2.3 TASK C - Analyze technical goals and facility requirements to support research, development, test and evaluation efforts heating, ventilation, air conditioning and refrigeration systems at NSWCCD, Philadelphia Detachment.

- 2.3.1 Provide recommendations for design improvements to the facility equipment, prepare test procedures and test plans, prepare logistic documentation to support test facility and prepare draft reports of test findings with recommendations.
- 2.3.2 Provide textual and graphic descriptions of the test and facility equipment.
- 2.3.3 Prepare and/or evaluate integration of instrumentation/data acquisition with HVAC&R hardware.
- 2.3.4 Analyze data and draft reports summarizing test findings with recommendations.

2.4 Task D – Perform review of ILS documentation and technical data (technical manuals, conversion instructions, Ships Installation Drawings, control system documentation, contract Engineering Change Proposals, Planned Maintenance System documentation and final Configuration Drawings) for the conversion from R-114 to HFC-236fa for all ship classes and air conditioning capacity, for the HFC-134a refrigeration/rotary systems, HFC-134a air conditioning systems and legacy systems.

- 2.4.1 Develop information data packages and support documentation including graphic and tabular printouts, logs, summary reports of equipment.

2.5 Task E – Provide technical support and training for the installation of HFC-236fa A/C plant conversion kits, HFC-134a refrigeration/rotary systems and HFC-134a air conditioning systems as well as legacy systems.

- 2.5.1 Provide training for installing activities, FTSCs and ships force to operate the various A/C plants with microprocessor control systems.
- 2.5.2 Support shipboard evaluation and testing programs. Provide summary reports of shipboard equipment operation or maintenance problems.
- 2.5.3 Provide recommendations to resolve issues/problems experienced with the fleet's heating, ventilation, air conditioning, refrigeration and chilled water systems.
- 2.5.4 Support lessons-learned conference on prototype shipboard AC conversions.

3.0 Personnel

3.1 General Requirements:

- 3.1.1 The personnel qualifications set forth herein are the minimum qualifications acceptable for performance under this contract. Degree or certificate requirements must be satisfied by degree/certificate from an accredited school.
- 3.1.2 Be a U.S. citizen.
- 3.1.3 Have a security clearance at the CONFIDENTIAL level.
- 3.1.4 Have demonstrated skills commensurate with the position.

3.2 Specific Requirements:

3.2.1 PRINCIPAL ENGINEER (key)

The desired levels of experience and educational background for the Principal Engineer are:

- 3.2.1.1 Specialized Experience: Experience within the last six (6) years is required in at least eight (8) of the following:

- (1) Conversion of CFC-114 centrifugal A/C plants to ozone-friendly refrigerant HFC-236fa aboard Navy ships.
- (2) Laboratory testing of A/C plants with CFC-114, HFC-236fa and HFC-134a.
- (3) Development of HFC-236fa conversion kits including gear/impeller selection and AC plant control algorithms.
- (4) Preparation of logistic documentation incorporating HFC-236fa modifications.
- (5) Modeling of a thermodynamic and/or a fluid system to predict system performance.
- (6) Participation in HFC-236fa training programs.
- (7) Direct laboratory experience with the design/integration of hardware in a test facility.
- (8) Direct laboratory experience with implementation of instrumentation and data acquisition systems.
- (9) Direct experience with data reduction and analysis.
- (10) Resolve issues/problems experienced with the fleet's heating, ventilation, air condition, 4refrigeration and chilled water system.

3.2.1.2 General Experience – Fifteen (15) years total experience in Navy heating, ventilation, air conditioning, refrigeration and chilled water systems. Five (5) years of this experience shall be in HVAC equipment and the Chlorofluorocarbon (CFC) Elimination Program.

3.2.1.3 Education – A Master's degree in Mechanical Engineering.

3.2.1.4 Patents – Patents obtained within the past fifteen (15) years in fields related to the Statement of Work In Section C.

3.2.1.5 Technical Publications – Technical articles, reviews, and books published within the past fifteen (15) years in fields related to the Statement of Work In Section C.

3.2.2 ADMINISTRATIVE ASSISTANT (non-key)

The desired levels of experience and educational background for the Administrative Assistant are:

3.2.2.1 Experience: Two (2) years experience within the last two (2) years is desired in the area of technical typing and editing technical documents.

3.2.2.2 Education: A high school/vocational school diploma or GED certification.

4.0 MATERIALS

The materials and services to be furnished under this contract shall be only those kinds and quantities of materials and services specified in the Delivery Order and/or required to perform a particular task. The contractor shall be reimbursed for the actual material costs as determined and approved by the cognizant Defense Contract Audit Agency.

5.0 GOVERNMENT FURNISHED INFORMATION (GFI)

Government Furnished Information shall be furnished by the Government to allow successful completion of the tasks as outlined in this contract and will be specified in the Delivery Orders placed against the contract. Examples of such information include:

- (1) Mechanical design information on Air Conditioning and Refrigeration Plant components and systems
- (2) Information concerning the RDT&E objectives of the CFC/Halon Elimination Program
- (3) Any government-developed information necessary for report generation

Plans, drawings, specifications, designs, photographs and any other engineering and manufacturing information furnished by the Government shall remain Government property and shall be reproduced only as authorized in writing by the Government, shall be used for performance of the work under a specific delivery order only, and shall be returned to the Government upon request. Such a request may be made during the subject contract performance or at termination or completion of the subject contract, and the contractor shall thereafter make no further use of any information derived therefrom without prior written consent of the government.

6.0 Deliverables and Performance:

Place and time of delivery of documentation shall be as specified on the DD 1423 (Contract Data Requirements List) that will be submitted with individual delivery orders. The following types of data shall be delivered

6.1 Monthly Progress Reports (A001)

Monthly progress reports shall be submitted to the COR describing by Delivery Order tasking efforts performed, deliverables provided, and funds expended in the previous month.

6.2 Technical Report – Study/Services (A002)

Technical reports shall be prepared as specified in the Statement of Work for each delivery order using ANSI/NISO Z39.18-1995, “Scientific and Technical Reports – Elements, Organization and Design”. For report numbering, the contractor shall use ANSI/NISO Z39.23-1997, “Standard Technical Report Number Format and Creation.” Each technical report may include up to seventy-five (75) pages of both text and figures that require the use of color for explaining the complicated concepts being reported.

6.3 Presentation Material (A003)

Presentation material shall be prepared as specified in the Statement of Work for each delivery order.

6.4 Other Documentation:

Other documentation, as described in the Contract Data Requirements List (CDRL) shall be submitted as required by Delivery Order Tasks. This includes documentation of the following types: summary reports, letter reports, graphic and tabular printouts, data logs, and copies of viewgraph presentations. Informal summary type and management reports may be prepared in accordance with the latest version of the Style Guide for Technical Reports at DTNSRDC.

7.0 PLACE OF DELIVERY

Destinations for any items to be delivered shall be specified in the orders under this contract and in accordance with the DD Form 1423 (CDRL) applicable to each delivery order placed.

8.0 TIME OF DELIVERY

The time of delivery shall be specified on each Delivery Order issued under this contract, unless delivery is deferred at the Government's option by written order of the Contracting Officer.

9.0 CONTRACT PERIOD OF PERFORMANCE

The period of performance of the contract, for the purpose of issuing Delivery Orders hereunder, is from time of contract award to 5 years. (Contract expiration, date will be 5 years and 6 months from the date of contract award).

10.0 PLACE OF PERFORMANCE

It is anticipated that the major effort to be performed hereunder will be accomplished at the Contractor's facility, The Carderock Division, Naval Surface Warfare Center (NSWCCD), West Bethesda, MD, site and Philadelphia, PA detachment, and other Navy and contractor facilities.

11.0 TECHNICAL CONFERENCES

Contractor personnel shall be available for informational meetings with technical personnel at NSWCCD, both at the West Bethesda, MD site and the Philadelphia, PA detachment to discuss the direction, progress, and/or problems that occur during the performance of each delivery order placed.

12.0 TRAVEL REQUIREMENTS

The contractor will be required to make visits from time to time in the performance of various tasks assigned under this contract. Such visits will be to various Naval activities and to other contractors associated with the CFC Elimination Program (e.g., Norfolk, VA; San Diego, CA; York, PA; Mayport, FL; and other places as appropriate).

13.0 GOVERNMENT FURNISHED MATERIAL (GFM)

Materials shall be furnished by the Government to allow successful completion of the tasks outlined in this contract will be specified in the Delivery Orders placed against the contract.

14.0 DESIGNATION OF CONTRACTING OFFICER REPRESENTATIVE (COR)

The Contracting Officer hereby designates the following person as Contracting Officer's Technical Representative (COR) for this contract: Mr. Matt Frank, Code 822.

15.0 SECURITY REQUIREMENTS

This contract requires the contractor to use and generate data classified at the CONFIDENTIAL level, in accordance with the attached Form DD 254. The contractor is required to have a facilities clearance at the CONFIDENTIAL level. All personnel working on this contract must have a CONFIDENTIAL security clearance.

SECTION D Packaging and Marking

SECTION D – PACKAGING AND MARKING

PACKAGING OF DELIVERABLES

All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industrial Security Program Operating Manual, DOD 5220.22-M.

MARKING OF CONTRACTOR REPORTS

The contractor shall prominently display on the cover of the final report the following information:

- (a) Name and business address of contractor
- (b) Contract Number
- (c) Technical Point of Contact (TPOC) name, code and activity as follows:

Attn: Code 822
NSWCCD-SSES
5001 S. Broad Street
Philadelphia, PA 19112-5083

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-9	Inspection Of Research And Development (Short Form)	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34 F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-9 DESIRED AND REQUIRED TIME OF DELIVERY (JUN 1997)

(a) The Government desires delivery to be made according to the following schedule:

DESIRED DELIVERY SCHEDULE

AS SPECIFIED IN INDIVIDUAL DELIVERY ORDERS

WITHIN DAYS

ITEM NO. QUANTITY AFTER DATE

OF CONTRACT

AS SPECIFIED IN INDIVIDUAL DELIVERY ORDERS

If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However, the offeror's proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government's required delivery schedule as follows:

REQUIRED DELIVERY SCHEDULE

AS SPECIFIED IN INDIVIDUAL DELIVERY ORDERS

WITHIN DAYS

ITEM NO. QUANTITY AFTER DATE

OF CONTRACT

AS SPECIFIED IN INDIVIDUAL DELIVERY ORDERS

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

WITHIN DAYS

ITEM NO. QUANTITY AFTER DATE
OF CONTRACT

<hr/>		
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
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(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

REPORTING REQUIREMENTS (JUN 1996) (NSWCCD)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and copies, to the contract auditor* at the following address:

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to _____. Following verification, the contract auditor* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than ____ calendar days between performance and submission of an interim payment invoice..

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
 - (2) Subline item number (SLIN)
 - (3) Accounting Classification Reference Number (ACRN)
 - (4) Payment terms
 - (5) Procuring activity
 - (6) Date supplies provided or services performed
 - (7) Costs incurred and allowable under the contract
 - (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report",
 _____ is required with each invoice submittal.
 _____ is required only with the final invoice.

_____ is not required.

(f) A Certificate of Performance

** shall be provided with each invoice submittal.

_____ is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

* In contracts with the Canadian Commercial Corporation, substitute "Administrative Contracting Officer" for "contract auditor".

** Check appropriate requirements.

(End of clause)

SECTION H Special Contract Requirements

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	OCT 2000
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.230-2	Cost Accounting Standards	APR 1998

52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	MAR 2000
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.244-6	Subcontracts for Commercial Items	MAY 2001
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6 Alt IV	Termination (Cost Reimbursement) (Sep 1996) - Alternate IV	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999

252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	SEP 1999
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **award** through **five years from date of award**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$10,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$300,000**;

(2) Any order for a combination of items in excess of **\$1,500,000**; or

(3) A series of orders from the same ordering office within **7** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **7** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **6 months from the end of the contract ordering period**.

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable) __*, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

* The Contractor shall insert the name of the substance(s).

52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS. (MAY 1995)

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

52.227-12 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997)

(a) Definitions. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

"Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

"Nonprofit organization" means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

"Practical application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

"Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this contract; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may elect to retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor elects to retain title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent applications by Contractor. (1) The Contractor shall disclose each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters or within 6 months after the Contractor becomes aware that a subject invention has been made, whichever is earlier. The disclosure to the Contracting Officer shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Contracting Officer, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor shall elect in writing whether or not to retain title to any such invention by notifying the Federal agency at the time of disclosure or within 8 months of disclosure, as to those countries (including the United States) in which the Contractor will retain title; provided, that in any case where publication, on sale, or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file its initial patent application on an elected invention within 1 year after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor shall file patent applications in additional countries (including the European Patent Office and under the Patent Cooperation Treaty) within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to the Contracting Officer, election, and filing may, at the discretion of the funding Federal agency, be granted, and will normally be granted unless the Contracting Officer has reason to believe that a particular extension would prejudice the Government's interest.

(d) Conditions when the Government may obtain title. The Contractor shall convey to the Federal agency, upon written request, title to any subject invention--

(1) If the Contractor elects not to retain title to a subject invention;

(2) If the Contractor fails to disclose or elect the subject invention within the times specified in paragraph (c) above (the agency may only request title within 60 days after learning of the Contractor's failure to report or elect within the specified times);

(3) In those countries in which the Contractor fails to file patent applications within the time specified in paragraph (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) above, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country; or

(4) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to Contractor. (1) The Contractor shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the Contractor fails to disclose the subject invention within the times specified in paragraph (c) above. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the funding Federal agency except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management Regulations and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency shall furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor shall be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable agency licensing regulations and 37 CFR 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(f) Contractor action to protect the Government's interest. (1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and subparagraph (n)(2) below, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the

Contractor can comply with the disclosure provisions of paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Federal agency of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in this invention."

(5) The Contractor shall establish and maintain active and effective procedures to assure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters within 6 months of conception and/or first actual reduction to practice, whichever occurs first in performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(6) The Contractor agrees, when licensing a subject invention, to arrange to avoid royalty charges on acquisitions involving Government funds, including funds derived through Military Assistance Program of the Government or otherwise derived through the Government, to refund any amounts received as royalty charges on the subject invention in acquisitions for, or on behalf of, the Government, and to provide for such refund in any instrument transferring rights in the invention to any party.

(7) The Contractor shall furnish the Contracting Officer the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(ii) A final report, within 3 months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or stating that there were no such subcontracts.

(8) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and no more frequently than annually, a listing of the subcontracts that have been awarded.

(9) In the event of a refusal by a prospective subcontractor to accept one of the clauses in subparagraph (g)(1) or (2) below, the Contractor (i) shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter and (ii) shall not proceed with such subcontracting without the written authorization of the Contracting Officer.

(10) The Contractor shall provide, upon request, the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any subject invention for which the Contractor has retained title.

(11) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(g) Subcontracts. (1) The Contractor shall include the clause at 52.227-11 of the Federal Acquisition Regulation (FAR), suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subcontractor shall retain all rights provided for the Contractor in this clause, and the Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor shall include this clause (FAR 52.227-12) in all other subcontracts, regardless of tier, for experimental, developmental, or research work.

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause.

(h) Reporting utilization of subject inventions. The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceedings undertaken by the agency in accordance with paragraph (j) of this clause. To the extent data or information supplied under this paragraph is considered by the Contractor, its licensee or assignee to be privileged and confidential and is so marked, the agency agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

(i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in FAR 27.304-1(g) to require the Contractor, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request, the Federal agency has the right to grant such a license itself if the Federal agency determines that--

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. [Reserved]

(l) Communications.

(Complete according to agency instructions.)

(m) Other inventions. Nothing contained in this clause shall be deemed to grant to the Government any rights with respect to any invention other than a subject invention.

(n) Examination of records relating to inventions. (1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--

(i) Any such inventions are subject inventions;

(ii) The Contractor has established and maintains the procedures required by subparagraphs (f)(2) and (f)(3) of this clause; and

(iii) The Contractor and its inventors have complied with the procedures.

(2) If the Contracting Officer determines that an inventor has not disclosed a subject invention to the Contractor in accordance with the procedures required by subparagraph (f)(5) of this clause, the Contracting Officer may, within 60 days after the determination, request title in accordance with subparagraphs (d)(2) and (d)(3) of this clause. However, if the Contractor establishes that the failure to disclose did not result from the Contractor's fault or negligence, the Contracting Officer shall not request title.

(3) If the Contracting Officer learns of an unreported Contractor invention which the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to the agency for a determination of ownership rights.

(4) Any examination of records under this paragraph shall be subject to appropriate conditions to protect the confidentiality of the information involved.

(o) Withholding of payment (this paragraph does not apply to subcontracts). (1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of the contract, whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to--

(i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to subparagraph (f)(5) above;

(ii) Disclose any subject invention pursuant to subparagraph (c)(1) above;

(iii) Deliver acceptable interim reports pursuant to subdivision (f)(7)(i) above; or

(iv) Provide the information regarding subcontracts pursuant to subparagraph (f)(8) of this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all

disclosures of subject inventions required by subparagraph (c)(1) above, an acceptable final report pursuant to subdivision (f)(7)(ii) above, and all past due confirmatory instruments.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(End of clause)

52.232-25 PROMPT PAYMENT (MAY 2001)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments. (1) Due date--(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this

classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEVIATION)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (i) All or substantially all of the Contractor's business;
- (ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or
- (iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

- (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or
- (ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

- (i) Issuance of the property for use in contract performance;
- (ii) Commencement of processing of the property for use in contract performance; or
- (iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any

property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss. (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The Contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The

Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any _____ (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JUN 1996) (NSWCCD)

(a) The COR for this contract is:

Name: [*]

Mailing Address: [*]

Code: [*]

Telephone No.: [*]

* Insert appropriate information

(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery/task order).

(c) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery/task order, until the ordering officer has issued a modification to the delivery/task order); or until the issue has been otherwise resolved.

ORGANIZATIONAL CONFLICT OF INTEREST (JUN 1996) (NSWCCD)

This provision provides examples of certain organizational conflicts of interest which are prescribed by Federal Acquisition Regulation Subpart 9.5. The two (2) underlying principles which this provision seeks to avoid are preventing the existence of conflicting roles that might bias a contractor's judgement and preventing unfair competitive advantage. The following subsections prescribe certain limitations on contracting as the means of avoiding, neutralizing or mitigating organizational conflicts of interest.

(a) If, under this contract, the contractor will provide systems engineering and technical direction for a system, but does not have overall contractual responsibility for its development, integration, assembly, checkout or production, the contractor shall not be awarded a subsequent contract to supply the system or any of its major components, or to act as consultant to a supplier of any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and technical direction. The term of this prohibition shall endure for the entire period of this contract and for two (2) years thereafter.

(b) If, under this contract, the contractor will prepare and furnish complete specifications covering nondevelopmental items, to be used in a competitive acquisition, the contractor shall not be permitted to furnish these items, either as a prime or subcontractor. The term of this prohibition shall endure for the entire period of this contract performance and for either two (2) years thereafter or the duration of the initial production contract whichever is longer. This rule shall not apply to contractors who furnish specifications or data at Government request or to situations in which contractors act as Industry representatives to help Government agencies prepare, refine or coordinate specifications, provided this assistance is supervised and controlled by Government representatives.

(c) If, under this contract, the contractor will prepare or assist in preparing a work statement to be used in competitively acquiring a system or services, the contractor shall not supply the system, its major components, or the service unless the contractor is the sole source, the contractor has participated in the development and design work, or more than one contractor has been involved in preparing the work statement. The term of this prohibition shall endure for the entire period of this contract performance and for two years thereafter.

(d) If, under this contract, the contractor will provide technical evaluation of products or advisory and assistance services, the contractor shall not provide such services if the services relate to the contractor's own or a competitor's products or services unless proper safeguards are established to ensure objectivity.

(e) If, under this contract, the contractor gains access to proprietary or source selection information of other companies in performing advisory assistance services for the Government, the contractor agrees to protect this information from unauthorized use or disclosure and to refrain from using the information for any purpose other than that for which it was furnished. A separate agreement shall be entered into between the contractor and the company whose proprietary information is the subject of this restriction. A copy of this agreement shall be provided to the Contracting Officer.

ISSUANCE OF ORDERS BASED SOLELY ON GOVERNMENT ESTIMATE (MAY 1998) (NSWCCD)

(a) When the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Contracting Officer/Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order under which the requirement to provide supplies or services is subject to either the clause FAR 52.232-20, "Limitation of Cost" or FAR 52.232-22, "Limitation of Funds" applicable to the particular order involved.

(b) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Contracting Officer/Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed

delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order. If the contractor provides written acceptance of the order as issued, it shall be considered negotiated and no bilateral modification shall be required.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Contracting Officer/Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order within 60 days after submission of the contractor's proposal.

(d) Should the Government and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer/Ordering Officer will issue a modification to the unilaterally priced order which establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests the price to be negotiated by submission of a proposal.

(e) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (MAY 1998) (NSWCCD)

(a) In general, orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the Contracting Officer/Ordering Officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the Contracting Officer/Ordering Officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the Contracting Officer/Ordering Officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the Contracting Officer/Ordering Officer and the contractor, and the Contracting Officer/Ordering Officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Contracting Officer/Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order and processed in accordance with the clause entitled "Issuance of Orders Based Solely on Government Estimate" which appears elsewhere in this Section I.

LIMITATION OF LIABILITY/INCREMENTAL FUNDING (JUN 1996) (NSWCCD)

(a) This contract is incrementally funded and the amount currently available for payment hereunder is limited to [*] inclusive of fee. It is estimated that these funds will cover the cost of performance through [**]. Subject to the provisions of the clause FAR 52.232-22, "Limitation of Funds (Apr 1984)" in Section I of this contract, no legal

liability on the part of the Government for payment in excess of [*] shall arise unless additional funds are made available and are incorporated as a modification to this contract.

* enter the amount which is currently available for payment

** enter the date through which funds are estimated to cover

(b) If an individual delivery/task order is to be incrementally funded, the provision will be applicable to such delivery/task order and will be completed with the appropriate amounts and date.

LIMITATION OF LIABILITY/INCREMENTAL FUNDING (JUN 1996) (NSWCCD)

(a) This contract is incrementally funded and the amount currently available for payment hereunder is limited to [*] inclusive of fee. It is estimated that these funds will cover the cost of performance through [**]. Subject to the provisions of the clause FAR 52.232-22, "Limitation of Funds (Apr 1984)" in Section I of this contract, no legal liability on the part of the Government for payment in excess of [*] shall arise unless additional funds are made available and are incorporated as a modification to this contract.

* enter the amount which is currently available for payment

** enter the date through which funds are estimated to cover

(b) If an individual delivery/task order is to be incrementally funded, the provision will be applicable to such delivery/task order and will be completed with the appropriate amounts and date.

SUBSTITUTION OR ADDITION OF KEY PERSONNEL (JUN 1996) (NSWCCD)

(a) The contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L of the solicitation to fill the requirements of the contract. No substitutions or additions of personnel shall be made except in accordance with this provision.

(b) The contractor agrees that during the first 180 days of the contract performance period, no personnel substitutions or additions will be permitted unless such substitutions or additions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions or additions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution or addition. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution or addition, and a complete resume, including annual salary, for the proposed substitute or addition as well as any other information required by the Contracting Officer to approve or disapprove the proposed substitution or addition. All proposed substitutes or additions (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the average qualifications of the people in the category which is being added to.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and/or addition of personnel and promptly notify the contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery/task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME [*]

ADDRESS [*]

TELEPHONE [*]

* Insert appropriate information

SECTION J List of Documents, Exhibits and Other Attachments

SECTION J List of Documents, Exhibits and Other Attachments

The following listed documents are physically attached to this solicitation document:

- | | |
|-----|--|
| J.1 | SF-33 Solicitation, Offer, and Award |
| J.2 | DD Form 254 Contract Security Classification Specification |
| J.3 | DD Form 1423 Contract Data Requirements List |
| J.4 | DD Form 1664 Data Item Description |

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998
252.225-7017	Prohibition on Award to Companies Owned by the People's Republic of China	FEB 2000

CLAUSES INCORPORATED BY FULL TEXT

52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Apr 2001)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals --

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ___ have not ___ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for : commission of fraud or a criminal offense in conjunction with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

_____ * ***** _____

_____ * ***** _____

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541330** .

(2) The small business size standard is **\$13,500,000**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the

Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

[] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official
Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal
Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-3 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$500,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the

Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (NOV 2000)

(a) The Navy Air Force Interface (NAFI) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. NAFI is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader which is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact _____

Phone Number for Point of Contact _____

E-mail Address for Receipt of Electronic Distribution _____

5252.211-9000 NOTICE TO OFFERORS--USE OF OZONE DEPLETING SUBSTANCES (AUG 93)

(a) In accordance with section 326 of Pub L.102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

Class I ODS Identified

Specification/Standard

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (May 2001) - Alternate I	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.237-10	Identification of Uncompensated Overtime	OCT 1997
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; ~~X~~ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite Delivery/Indefinite Quantity Time and Material (T&M) type contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from _____. (Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its

quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any _____ (48 CFR Chapter _____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SINGLE AWARD FOR ALL ITEMS (JUN 1996) (NSWCCD)

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

SELECTED COST DATA (TIME AND MATERIAL) (JUN 1996) (NSWCCD)

To assist the Government in determining cost reasonableness/realism for this effort, it is required that you provide detailed cost information with your offer to make this determination. In preparing your cost proposal, it is essential that you breakout and identify separately for each year of the contract, the cost elements contained in your proposal. The following are examples of various cost elements which may be applicable.

(a) **DIRECT LABOR** - Identify, for each labor category and quantity of hours as set forth in Section B of this solicitation, the direct labor rate by category and total direct labor costs proposed for each year of the contract. Provide this information for the prime contractor's direct labor only. If a portion of the Direct Labor hours are to be subcontracted, appropriate subcontractor information shall be provided in accordance with the paragraph entitled "Subcontractor Direct Labor" below.

(b) **FRINGE BENEFITS** - If applicable and separately identified in accordance with your normal accounting procedures, identify the fringe benefit rate(s), the cost element(s) to which this rate is applied and total fringe benefit cost being proposed for each year of the contract.

(c) **OVERHEAD** - Identify the current and/or projected overhead rate(s), the cost element(s) to which this rate(s) is applied and total overhead cost being proposed for each year of this contract.

(d) **SUBCONTRACTOR DIRECT LABOR** - Identify (if applicable), any proposed subcontractor direct labor intended for use under this contract. Identify the labor categories as set forth in Section B and number of hours to be subcontracted by category for each year of the contract, the subcontractor's direct labor rate by category, and total direct labor costs proposed for each year of the contract. In addition, provide information regarding subcontractor fringe benefit, overhead, G&A, profit, etc. required by paragraphs (b), (c), (e), (f), and (h) of this provision.

(e) **GENERAL & ADMINISTRATIVE EXPENSE** - Identify the G&A rate(s), the cost element(s) to which this rate(s) is applied and the total G&A cost proposed for each year of this contract.

(f) **PROFIT** - Identify the profit amount, the cost elements to which profit has been applied and the total amount proposed for each year of this contract.

(g) **SUPPORT COSTS** - Identify and include the support costs which appear as not-to-exceed line items in Section B of the solicitation in your cost proposal. Support costs will be reimbursed at cost plus G&A (no profit) only.

(h) **OTHER** - Identify any other direct or indirect cost elements being proposed which are not included above but are applicable to your cost proposal. Indicate what cost elements are included in the calculation, the specific rates being applied, the cost elements to which they have been applied and the proposed costs for each year of this contract. In addition, provide the name, address and telephone number of the Defense Contract Audit Agency (DCAA) responsible for conducting the audits of prime contractor and subcontractor organizations.

RESUME REQUIREMENTS (JUN 1996) (NSWCCD)

(a) The following information must be provided in the cost proposal, by lot or option, for each resume required to be submitted in the technical proposal:

- (1) estimated annual salary;
- (2) total estimated annual hours;
- (3) total estimated hour to be worked under the proposed contract.

Failure to provide this information may impact the Government's evaluation of contractors' proposals. If this information is proprietary to subcontractors, it may be provided under separate cover; however, it must be easily identifiable and readily combined with the rest of the proposal.

A. PROPOSAL PREPARATION REQUIREMENTS

1. It is requested that offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the Government in making a complete and thorough evaluation of all proposals. Proposals shall be submitted as three separate documents, as follows:

<u>Documents</u>	<u>Original</u>	<u>Copies</u>
(a) Solicitation, Offer and Award Document (SF-33)	1	2
(b) Technical Proposal	1	4
(c) Cost Proposal	1	4*

The "originals" shall be clearly identified as the "ORIGINAL", and bear the original signature(s) of the offeror. The "copies" shall be complete and clearly identified as "COPY" or "DUPLICATE".

In order to facilitate the evaluation process, it is requested that offerors also submit their cost proposal spreadsheets on diskette (in addition to the hard copy requirements stated above). Diskettes shall be in 3.5 inch, high-density format, and it is requested that the spreadsheet files be compatible with Microsoft Windows NT4. The provision of these spreadsheet files on diskette in no way relinquishes the offerors responsibility to provide hard copies of the cost proposal.

The proposals shall consist of the following:

(a) **SOLICITATION, OFFER AND AWARD DOCUMENT (SF-33 RFP) –**

Offeror shall include one (1) completed and signed Standard Form 33 (Solicitation, Offer and Award), the completed and signed Representations, Certifications, and other statements of Offerors (SECTION K of this solicitation), and clauses requiring completion by the offeror.

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical and cost proposals. **Special attention shall be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1. The offeror shall be sure to include the Tax Identification Number, CAGE Code, and Contractor Establishment Code (CEC) number in Section K.**

(b) **TECHNICAL/MANAGEMENT PROPOSAL (VOLUME I)** - The technical/management proposal shall be separable and **SHALL NOT CONTAIN ANY PRICING INFORMATION**. The technical proposal shall not contain any reference to cost. However, information concerning labor allocation and categories, consultants, travel, materials, equipment and any information of interest to technical reviewers shall be contained in the technical proposal sample task in sufficient detail so that the offeror's understanding of the scope of the work may be adequately evaluated. The technical proposal shall be page numbered, contain a table of contents, be organized into three main sections, and shall address the information as set forth in Paragraph B. below in detail.

(c) **COST PROPOSAL (VOLUME II)** – The Cost Proposal shall consist of the selected cost data required by SELECTED COST DATA (NSWCCD) (Sep 1996) and the completion of SECTION B of this RFP. It is important to read SELECTED COST DATA (NSWCCD) in SECTION L herein for information required in preparing the cost proposal. All subcontract costs and pricing data can be submitted under separate cover and identified as proprietary. All cost data submitted should be summarized in the cost proposal (showing all calculations) and should support the proposal amount.

2. It is the Government's intention to make a direct award and the proposal will be a self-sustaining document that represents the offeror's best efforts from a technical/cost position.

3. Length/Content: The sections shall be as brief as possible, consistent with complete submission. Text shall be typewritten on 8 1/2" x 11" paper; foldouts up to 11" x 17" will be permitted for large tables and graphics. The font shall be no smaller than 12 point elite. Text lines shall have a vertical spacing of either 3 or 4 lines/inch; text shall have 1-inch margins on all sides. The Offeror's technical/management proposal shall contain no classified information and shall not exceed thirty (30) pages (exclusive of front matter, tabs, and personnel resumes). The technical/management proposal shall be printed on one side only and be bound in loose-leaf binders. The use of tabs is encouraged. Appendices or supplemental materials consisting of personnel resumes and corporate experience will not be counted against the limitation for the number of pages in the technical proposal.

NOTE: In the event that a portion of the proposal is written by someone who is not a bona fide employee of the firm submitting the proposal, a certificate to this effect shall be furnished which must be signed by a responsible officer of the Offeror (Company). This certificate shall show the person's name, employment capacity, the name of the firm, the relationship of the firm to that of the Offeror, and the portion of the proposal that he/she wrote.

4. Differences between proposed format and RFP: Offerors shall provide an explanation, in a clearly relatable format such as a matrix, of any differences between the manner in which the proposal was requested and the matter in which it is actually submitted.

5. A cover letter shall be used by the offeror to transmit the proposal and is considered part of the proposal. This cover letter shall also be used to transmit any information that the offeror wants to have brought to the Contracting Officer's attention.

6. The technical proposal in whole or in part may, at the discretion of the Government, become a part of the contract resulting from this solicitation. If the proposal is incorporated into a contract, and if there are any conflicts between the proposal and the requirements of the solicitation, the requirements of the solicitation shall take precedence. The incorporation of the proposal into the contract does not constitute a waiver of any of the requirements of the specification.

B. TECHNICAL/MANAGEMENT PROPOSAL

The technical/management proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements

of this solicitation. To this end, the technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the offeror has a thorough understanding of the technical requirements contained in Section C of this solicitation. The narrative discussions in the proposal shall be related to the applicable part of SECTION C (Statement of Work) by placing the appropriate number at the beginning of the text.

Statements such as “the offeror understands,” “will comply with the statement of work,” “standard procedures will be employed,” “well-known techniques will be used,” and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the offeror will do and how it will be done.

The technical/management section shall contain information in the following areas:

I. MANAGEMENT

- Personnel Experience
- Facilities
- Security Clearance

II. TECHNICAL UNDERSTANDING

III. PAST PERFORMANCE

- Customer Satisfaction
- Contract Compliance
- Quality of Performance
- Schedule Adherence
- Cost Control

I. MANAGEMENT

A. Personnel Experience - The offeror shall identify proposed individuals for each key labor position and indicate the tasks for which the person is proposed together with the number of hours to be worked and the corporate entity they represent. The hours must equal the total hours shown for each category. Substitution of key personnel is subject to Agency Specific Clause entitled “SUBSTITUTION OR ADDITION OF PERSONNEL”, in SECTION I.

Offerors shall indicate limitations on the availability of any proposed personnel, if any. If a proposed individual is currently employed by the offeror, the offeror shall discuss how they intend to cover the personnel requirements on this requirement, as well as any other contract(s) for which the proposed personnel are assigned, and indicate their availability (to work on this requirement) and their tenure.

All levels of scientific personnel listed below may be in one or more of the following disciplines: materials, mechanical, marine, electrical/electronic engineering; systems analysis; computer science; chemistry; physics, mathematics, or fire protection.

Resumes shall be submitted for all key personnel (as identified below and in Section M of the solicitation).

* ** Resumes shall include the relevant qualifications, background and experience for all such key personnel in sufficient detail to demonstrate the capability of such personnel to accomplish the work described in the Statement of Work. The work history of each person should contain experience directly related to the tasks and functions he/she is intended to perform under the proposed contract. They shall adequately meet the requirements of the experience elements as specified below.

* If subcontractors are to be used, resumes of the key personnel shall be included in this section, with the present company affiliation clearly identified. All of the requirements of this section shall apply to the use of subcontractor personnel, as well as the prime contractor's personnel.

**Each resume must indicate clearly whether it is for a current employee of the offeror or a proposed new hire. If for a proposed new hire, a letter of intent signed by the individual which states the intent to accept employment with the offeror within 30 days if the contract is awarded to the offeror must be furnished, including the agreed to hourly rate of pay.

The Naval Surface Warfare Center, Carderock Division reserves the right to determine whether the qualifications of an employee proposed by the Contractor to accomplish a specific delivery order meets the qualifications specified herein for the particular labor category involved.

Offerors should submit only the number of personnel resumes indicated for each **key** labor category. (The cost proposal should reflect only the rate of pay/salary of the person(s) proposed to satisfy the number of resume requirements.) Offerors are reminded that ALL personnel proposed should meet the educational and experience elements specified in this solicitation under the category for which they are offered.

<u>Personnel Categories</u>	<u>Number of Resumes</u>
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Key Personnel

Principal Engineer	1-3
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Non-Key Personnel**

Admin. Assistant

** Resumes for the Non-Key Personnel are not required. However, the offeror must certify that all proposed Non-key personnel are qualified in accordance with the capability requirements as set forth in Section L below.

If individuals proposed under the following labor categories become unavailable prior to contract award, the offeror shall notify the Government immediately and furnish new resumes of replacement personnel for re-evaluation of the proposal, as appropriate.

(1) **KEY PERSONNEL**

- a. **Principal Engineer** -- One (minimum) - Three (maximum) Resumes
CONFIDENTIAL Security Clearance: Required

A. Specialized Experience: Experience within the last six (6) years is required in at least eight (8) of the following:

- (1) Conversion of CFC-114 centrifugal A/C plants to ozone-friendly refrigerant HFC-236fa aboard Navy ships.
- (2) Laboratory testing of A/C plants with CFC-114, HFC-236fa and HFC-134a.
- (3) Development of HFC-236fa conversion kits including gear/impeller selection and AC plant control algorithms.
- (4) Preparation of logistic documentation incorporating HFC-236fa modifications.
- (5) Modeling of a thermodynamic and/or a fluid system to predict system performance.
- (6) Participation in HFC-236fa training programs.
- (7) Direct laboratory experience with the design/integration of hardware in a test facility.
- (8) Direct laboratory experience with implementation of instrumentation and data acquisition systems.
- (9) Direct experience with data reduction and analysis.
- (10) Resolve issues/problems experienced with the fleet's heating, ventilation, air condition, refrigeration and chilled water system.

B. General Experience – Fifteen (15) years total experience in Navy heating, ventilation, air conditioning, refrigeration and chilled water systems. Five (5) years of this experience shall be in HVAC equipment and the Chlorofluorocarbon (CFC) Elimination Program.

C. Education – A Master's degree in Mechanical Engineering.

D. Patents – Patents obtained within the past fifteen (15) years in fields related to the Statement of Work In Section C.

E. Technical Publications – Technical articles, reviews, and books published within the past fifteen (15) years in fields related to the Statement of Work In Section C.

(2) **NON-KEY PERSONNEL** – The education and experience indicated for the following non-key personnel are required for contract performance, but offerors are not required to submit resumes for these categories. However, offerors are required to include a statement in their proposal as to whether they do have such personnel available for work under resultant contract who meet the stated qualifications.

a. Admin. Assistant (CONFIDENTIAL Security Clearance: Required)

A. Experience: Two (2) years experience within the last two (2) years is required in the area of technical typing and editing technical documents.

B. Education: A high school/vocational school diploma or GED certification.

B. Facilities - The offeror, in their proposal, shall provide a description of their facilities and how it relates to the performance of the contract. Work performed under this contract shall be performed at Naval Surface Warfare Center, Carderock Division, the Philadelphia PA site, at the contractor's facility and at various field sites, as required. It is estimated that 20% of the effort will be performed at the Philadelphia PA site and 80% of the effort at the Contractor's facility. A CONFIDENTIAL facility clearance is required. The contractor's facility shall include the following:

- The contractor is required to have a facility for task performance located within a two and one-half hour traveling distance by automobile of the Naval Surface Warfare Center, Carderock Division, Philadelphia PA site. The complete street address of the facility, including street, city, and zip code, shall be provided. The estimated one-way travel time to the Philadelphia, PA site shall be provided.
- A CONFIDENTIAL facility clearance. In the event he does not currently have a CONFIDENTIAL security clearance for his facility he shall describe his plan for obtaining the required clearance within 60 days of contract award. The successful contractor not possessing the required clearance within 60 days after date of contract award may be subject to termination in accordance with Clause 52.249-6, entitled "Termination (Cost-Reimbursement)" at no cost to the Government.

C. Security Clearance:

During performance of task orders, the contractor may have access to information classified to the level of CONFIDENTIAL, as indicated on the DD Form 254, Contract Security Classification Specification. Offerors shall have a facility clearance at the CONFIDENTIAL level and all personnel proposed to work on the contract shall be cleared at that level. **Therefore, the offeror shall describe in this section the current status of a CONFIDENTIAL security clearance for both his facility and all proposed personnel. He shall describe his plan for maintaining the currency of that status for his facility and all proposed personnel. In the event he**

does not currently have a CONFIDENTIAL security clearance for his facilities and all proposed personnel, he shall describe his plan for obtaining the required clearances within 60 days of contract award. The successful contractor not possessing the required clearances within 60 days after date of contract award may be subject to termination in accordance with Clause 52.249-6, entitled "Termination (Cost-Reimbursement)" at no cost to the Government.

II. TECHNICAL UNDERSTANDING

Offeror shall discuss their understanding of the problems and issues related to performing the following: research, development, analysis and evaluation of heating, ventilation, air conditioning, refrigeration and chilled water systems for naval vessels. The offeror shall discuss their understanding of the following specific task areas:

A. Perform data reduction and analysis of data taken at the NSWCCD Annapolis facility during the CFC Elimination Program Development phase. Typically this data will involve compressor mapping, air conditioning performance, and acoustic measurements. The CFC-114 legacy AC system, HFC-236fa AC systems, HFC-134a AC system and HFC-134a refrigeration systems may be analyzed. (SOW Task A).

B. Support research, development, acquisition, test and evaluation (RDT&E) efforts relevant to the Navy's heating, ventilation, air conditioning, refrigeration and chilled water systems. Specifically, most of the support will involve the HFC-236fa air conditioning plant conversion kits involved in the CFC Elimination Program (125-ton, 150-ton, 200-ton, 250-ton, 300-ton and 363-ton). (SOW Task B).

C. Analyze technical goals and facility requirements to support research, development, test and evaluation efforts Heating, Ventilation, Air Conditioning and Refrigeration systems at NSWCCD, Philadelphia Detachment. (SOW Task C).

D. Perform review of ILS documentation and technical data (technical manuals, conversion instructions, Ships Installation Drawings, control system documentation, contract Engineering Change Proposals, Planned Maintenance System documentation and final Configuration Drawings) for the conversion from R-114 to HFC-236fa for all ship classes and air conditioning capacity, for the HFC-134a refrigeration/rotary systems, HFC-134a air conditioning systems and legacy systems. (SOW Task D)

E. Provide technical support and training for the installation of HFC-236fa A/C plant conversion kits, HFC-134a refrigeration/rotary systems and HFC-134a air conditioning systems as well as legacy systems.

III. PAST PERFORMANCE

The offeror shall provide past performance information limited to the offeror's 3 most recent contracts as the prime contractor within the past three (3) years. The offeror shall provide information on past performance identified for the same or similar efforts as that anticipated by the Statement of Work. The offeror is permitted to identify Federal, state and local government, and private contracts. Past performance information may also be obtained from other sources such as CPARS, such as the ACO known to the Government but not identified by the offeror. The offeror shall identify the following information for the purpose of evaluating past performance for each of the three (3) contracts:

Contract Number
 Agency Company
 Procuring Contracting Officer (PCO)
 Administrative Contracting Officer (ACO)
 Contract Officers Representative (COR)
 Technical Customer
 Performance Period

Program/Nature of Effort

(1) **Customer Satisfaction** - The offeror shall provide information regarding the offeror's commitment to customer satisfaction. Demonstrate where the offeror was responsive to customer needs, and interacted and cooperated well with customer personnel.

(2) **Contract Compliance** - Offeror shall demonstrate their actions to strictly adhere to contract terms and conditions. Provide information regarding offerors's timely notifications when changes to the terms of the contract were needed. Provide information where subcontracting plan goals (if applicable) were achieved.

(3) **Quality of Performance** - Offeror shall provide information regarding the quality of the contractor's product (or performance) in terms of what the customer expected prior to award versus actual performance. The offeror shall provide information regarding their high standards of workmanship and information demonstrating their actions to meet their promises and commitments.

(4) **Schedule Adherence** - Identify information on offeror's past actions to meet performance schedules. Offeror shall demonstrate their actions to avoid potential problems that would affect timely performance/delivery. Identify their actions to perform ahead of schedule. The offeror shall state how they have properly managed subcontractor performance to avoid schedule delays.

(5) **Cost Control** - Offeror shall identify cost control and estimating measures. Identify areas where advance notification was provided regarding potential cost growths. Offeror shall demonstrate any past actions to aggressively control costs including closely monitoring subcontractor costs.

C. COST PROPOSAL

1. To assist the Government in determining cost reasonableness/realism for this effort, the offeror shall provide sufficient detailed cost information with the proposal to make this determination. An offer is presumed to represent an offeror's best efforts to respond to the solicitation. The burden of proof as to cost credibility rests with the offeror.

(a) Any inconsistency, whether real or apparent, between promised performance and cost or price, should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost or price should be explained; or, if a business policy decision has been made to absorb a portion of the estimated cost, that should be stated in the proposal.

(b) Any significant inconsistency, if unexplained, raises a fundamental issue of the understanding of the nature and scope of the work required and of the offeror's financial ability to perform the contract, and may be grounds for rejection of the offer.

Direct Labor Cost

(a) Information including the name, title, and actual hourly rate **shall be provided** by the Offeror for each individual proposed for the labor categories identified in Section C.4. If the Offeror proposes direct labor rates based on a composite rate structure, then the Offeror **shall clearly identify** the individuals comprising the composite, their respective actual hourly rates, and method used to derive the composite rate.

(b) If an Offeror's proposed labor category differs in name from those listed in Section C.4, a chart **shall be included** which identifies how these categories correspond to the ones listed in the solicitation.

(c) The Offeror **shall identify** any escalation rates utilized in the preparation of their cost proposal, and **shall provide** historical information pertaining to the actual escalation rate experienced over the past three (3) year period.

(d) Offerors are reminded that the staff proposed in the technical proposal must be the same staff proposed in the cost proposal.

(e) The Offeror **shall provide** either a copy of the Employment Contract OR a signed letter of Commitment from the proposed employee for any individual proposed who is not currently employed by the Offeror or subcontractor (if proposed).

2. Indirect Rates: Although Section B requires filling in of a fully burdened labor rate for each labor category, offerors shall list the individual indirect cost elements and total indirect cost amounts that comprise the fully burdened rate such as overhead, general and administrative expenses, and any other indirect pools. All indirect rates shall be summarized. Offerors shall list proposed indirect rates, DCAA recommended rates, and historical actual's (audited and unaudited) for the past three years. If proposed rates reflect negotiated forward pricing rates, a copy of the current forward pricing rate agreement shall be provided. If the rates are not negotiated forward pricing rates, then the basis for the proposed rates shall be explained.

3. Support Costs: These costs reflect all other direct costs that are not labor costs. For proposal purposes, the not-to-exceed (NTE) amounts for the support costs (material and travel) have been identified in Section B. Along with these costs, the Offeror may include a cost element associated with a G&A/handling rate associated with these costs. If a G&A/handling rate is proposed for these support costs, the offeror shall identify these costs and their applicable rate as provided in Section B. Lastly, it should be noted that all support costs are non-fee-bearing costs.

4. During the solicitation and evaluation process, prior to award, the Government must have an equal basis on which to evaluate proposals. To this end, when preparing and submitting proposals in response to this solicitation, offerors shall use the following labor categories and hours for proposal purposes.

The categories and hours listed below will not be included as part of the contract award document. However, Key Personnel proposed and accepted will be part of the award as specified in Section I, Agency Specific Clause entitled "Substitution or Addition of Key Personnel". The contractor shall use the hours listed below for proposal preparation purposes. These are only estimates (based on anticipated need) in order to derive the contract value. The awardee will not have to satisfy labor hours under the delivery orders, rather, they will be accomplished on a completion basis. Estimated labor hours are as follows:

<u>Labor Category</u>	<u>Regular Hours</u>				
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Principal Engineer	2,350	2,000	1,750	2,000	2,250
Admin. Assistant	550	500	400	450	450
Total Labor Hours/Year	2,900	2,500	2,150	2,450	2,700

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

AGENCY SPECIFIC PROVISION - EVALUATION OF PROPOSALS (AUG 1999)
ALTERNATE I (AUG 1999) (NSWCCD)**BEST VALUE EVALUATION (NSWCCD) (SEP 1996)**

1. Technical Evaluation

a. General. Careful, full and impartial consideration will be given to all timely offers received in response to this solicitation, and the evaluation will be applied in a similar manner. Factors against which offers will be evaluated (e.g. Technical, Management, Past Performance, Cost) are set forth below and parallel the RFP response called for elsewhere herein.

b. Initial Evaluation of Offers. An evaluation plan has been established to evaluate the factors set forth in (b) below and all offers received will be evaluated by a team of Government personnel in accordance with the plan.

c. Evaluation Approach. The following evaluation approach will be used:

(1) Technical / Management Proposal. The evaluators will prepare a narrative description and assign a point score for each factor and all subfactors. The sum of the evaluation factors will form a technical merit rating.

(2) Cost Proposal. Although cost is not scored or combined with other factors, it will be evaluated for magnitude and cost realism.

(3) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(4) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. Unrealistic proposed costs/price, either high or low, will be evaluated and may be considered in the technical analysis which could reduce the technical score. The purpose of the evaluation is to: (1) verify the offeror's understanding of the requirements; (2) assess the degree to which the cost proposal reflects the approaches and/or risk that the offeror will provide the supplies or services at the proposed costs; and (3) assess the degree to which the cost included in the cost proposal accurately represents the effort described in the technical proposal.

d. Competitive Acquisition / Range. If award cannot be made on the basis of initial offers received and discussions must be conducted, the contracting officer will make the determination as to which offers are in the "Competitive Range". The competitive range shall be determined on the basis of the merit ratings and the proposed cost to the Government, and shall include all offers that have a reasonable chance of being selected for award. The initial number of offers considered as being within the competitive range may be reduced when, as a result of the written or oral discussions, any such offer has been determined to no longer have a reasonable chance of being

selected for award.

(1) Discussion/Best and Final Offers. All offerors selected to participate in discussions shall be advised of deficiencies in their offer, and shall be offered a reasonable opportunity to correct or resolve the deficiencies and to submit such price or cost, technical or other revisions to their offer that may result from the discussions. At the conclusion of discussions, a final common cut-off date which allows a reasonable opportunity for submission of written “best and final” offers shall be established, and those offerors selected to remain in the competitive range will be notified to submit best and final offers.

(2) Final Evaluation of Offers. The initial evaluation of the offers within the Competitive Range may be revised in light of any additional information/data provided during subsequent discussion and/or furnished with “Best and Final” offer.

e. Basis for Contract Award. Basis for award of a contract as a result of this Request for Proposals (RFP) will be an integrated assessment by the Contracting Officer of the results of the evaluation based on the evaluation factors and their importance as indicated in (f) (a) below. Ultimately, the source selection decision will take into account the contractor’s capability to meet the requirements of this solicitation on a timely and cost effective basis with award being made to the offeror whose proposal is considered to provide the best value to the Government, cost and other factors considered. The Government reserves such right of flexibility in conducting the evaluation as is necessary to assure placement of a contract in the Government’s best interest. Accordingly, the Government may award any resulting contract to other than the lowest priced offeror, or other than the offeror with the highest technical rating. Although cost is the least important evaluation factor, it will not be ignored. The degree of importance of the cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based, or when the cost is so significantly high as to diminish the value of the technical superiority to the Government.

(1) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation is determined most advantageous to the Government, cost and other factors considered. Evaluation of proposals will be based solely on Technical/Management and Cost. The evaluation point scores of individual Technical/Management factors will be combined to form a merit rating. Cost proposals will be evaluated for magnitude and realism to determine the probable cost to the Government.

(2) The technical/management factor is considered to be significantly more important than probable cost. The Contracting Officer, in making an integrated assessment of the results of the evaluation of the factors herein, will give due consideration to the relative order of importance of technical/management factors as set forth below.

f. Relative Importance of Evaluation Factors.

(a) Degree of Relative Importance assigned to the major evaluation factors: The Technical/Management Factor is more important than Cost. The offeror’s proposal shall contain a response to each of the areas identified in the provisions in Section L entitled “Technical/Management Proposals” and “Cost Proposals”. Each element listed below is listed in descending order of importance.

I. MANAGEMENT (This factor represents 50% of the total score value. Subfactor A is most important and is 48 times Subfactor B and 48 times Subfactor C. Subfactors B and C are of equal importance).

II. TECHNICAL UNDERSTANDING (This factor represents 25% of the total score value. Subfactor A is most important and is slightly more important than subfactor B. Subfactor B is slightly more important than subfactor C. Subfactor C is slightly more important than subfactor D. Subfactor D is slightly more important than subfactor E.

III. PAST PERFORMANCE AND CORPORATE EXPERIENCE (This factor represents 25% of the total score value. Subfactors A-E are of equal importance.)

g. Evaluation Factors and Subfactors.

I. Management

A. Personnel Experience - The offeror will be evaluated on the adequacy of Key Personnel resumes and if they were provided in accordance with key personnel identified in Section L of the solicitation. Key Personnel resumes will be evaluated on whether they demonstrate the capabilities and background of the proposed Key personnel assigned to perform the services and deliver the products required in Section C.

(1) KEY PERSONNEL

Principal Engineer (One - Three Resumes) – Subfactor Specialized Experience is approximately two and one-half times as important as Subfactors General Experience and Education. Subfactors General Experience and Education are equal in importance. Subfactors General Experience and Education are approximately one and one-half times as important as Subfactors Patents and Technical Publications. Subfactors Patents and Technical Publications are equal in importance.

A. Specialized Experience: Experience within the last six (6) years is required in at least eight (8) of the following:

- (1) Conversion of CFC-114 centrifugal A/C plants to ozone-friendly refrigerant HFC-236fa aboard Navy ships.
- (2) Laboratory testing of A/C plants with CFC-114, HFC-236fa and HFC-134a.
- (3) Development of HFC-236fa conversion kits including gear/impeller selection and AC plant control algorithms.
- (4) Preparation of logistic documentation incorporating HFC-236fa modifications.
- (5) Modeling of a thermodynamic and/or a fluid system to predict system performance.
- (6) Participation in HFC-236fa training programs.
- (7) Direct laboratory experience with the design/integration of hardware in a test facility.
- (8) Direct laboratory experience with implementation of instrumentation and data acquisition systems.
- (9) Direct experience with data reduction and analysis.
- (10) Resolve issues/problems experienced with the fleet's heating, ventilation, air condition, refrigeration and chilled water system.

B. General Experience – Fifteen (15) years total experience in Navy heating, ventilation, air conditioning, refrigeration and chilled water systems. Five (5) years of this experience shall be in HVAC equipment and the Chlorofluorocarbon (CFC) Elimination Program.

C. Education – A Master's degree in Mechanical Engineering.

D. Patents – Patents obtained within the past fifteen (15) years in fields related to the Statement of Work In Section C.

E. Technical Publications – Technical articles, reviews, and books published within the past fifteen (15) years in fields related to the Statement of Work In Section C.

(2) NON-KEY PERSONNEL –

Although the offeror is not required to provide resumes of Non-Key Personnel, the offeror certifies that all proposed Non-Key Personnel are qualified in accordance with the capabilities specified in Section L of the Solicitation and are available to work under the resultant contract.

B. Facilities - The offeror will be evaluated on whether they have or can provide adequate facilities required to perform the contract (including the following): Subfactors a and b are equal in importance.

- (a) Facility for task performance located within a two and one-half hour traveling distance by automobile of the Naval Surface Warfare Center, Carderock Division, Philadelphia PA site
- (b) A CONFIDENTIAL facility clearance

C. Security Clearance:

The offeror will be evaluated on whether they have a plan to obtain and maintain the required security clearances to perform the contract, as follows:

The offeror shall describe his plan for maintaining the currency of the required security clearances for his facility and all proposed personnel. In the event he does not currently have a CONFIDENTIAL security clearance for his facilities and all proposed personnel, he shall describe his plan for obtaining the required clearances within 60 days of contract award.

Technical Understanding

The extent to which the proposal demonstrates the offeror's understanding of the problems and issues related to performing the following: research, development, analysis and evaluation of heating, ventilation, air conditioning, refrigeration and chilled water systems for naval vessels.

A. The extent to which the proposal demonstrates the offeror's understanding of the technical problems and issues related to data reduction and analysis of data taken at the NSWCCD Annapolis facility during the CFC Elimination Program Development phase. Typically this data will involve compressor mapping, air conditioning performance, and acoustic measurements. The CFC-114 legacy AC system, HFC-236fa AC systems, HFC-134a AC system and HFC-134a refrigeration systems may be analyzed.

B. The extent to which the proposal demonstrates the offeror's understanding of the technical problems and issues related to supporting research, development, acquisition, test and evaluation (RDT&E) efforts relevant to the Navy's heating, ventilation, air conditioning, refrigeration and chilled water systems. Specifically, most of the support will involve the HFC-236fa air conditioning plant conversion kits involved in the CFC Elimination Program (125-ton, 150-ton, 200-ton, 250-ton, 300-ton and 363-ton).

C. The extent to which the proposal demonstrates the offeror's understanding of the technical problems and issues related to analyzing technical goals and facility requirements to support research, development, test and evaluation efforts Heating, Ventilation, Air Conditioning and Refrigeration systems at NSWCCD, Philadelphia Detachment.

D. The extent to which the proposal demonstrates the offeror's understanding of the technical problems and issues related to performing review of ILS documentation and technical data (technical manuals, conversion instructions, Ships Installation Drawings, control system documentation, contract Engineering Change Proposals, Planned Maintenance System documentation and final Configuration Drawings) for the conversion from

R-114 to HFC-236fa for all ship classes and air conditioning capacity, for the HFC-134a refrigeration/rotary systems, HFC-134a air conditioning systems and legacy systems.

E. The extent to which the proposal demonstrates the offeror's understanding of the technical problems and issues related to providing technical support and training for the installation of HFC-236fa A/C plant conversion kits, HFC-134a refrigeration/rotary systems and HFC-134a air conditioning systems as well as legacy systems.

III. Past Performance

The offeror will be evaluated on their past performance information and it will be limited to three (3) of the offeror's most recent (within the past 3 years) contracts as the prime contractor. The final point score assigned for the past performance factor and each sub-element will be averaged. The offeror will be evaluated on whether the information provided on past performance is identified for the same or similar efforts as that anticipated by the Statement of Work. The offeror will be evaluated on corrective action taken to overcome problems encountered on identified contracts. The offeror shall be evaluated on the following: Subfactors (1) through (5) are of equal importance.

(1) Customer Satisfaction - The offeror will be evaluated on their demonstrated ability regarding the offeror's commitment to customer satisfaction. Evaluation will include demonstrated responsiveness to customer needs and their ability to interact and cooperate well with customer personnel.

(2) Contract Compliance - The offeror will be evaluated on their demonstrated ability to strictly adhere to contract terms and conditions. They will be evaluated on their ability to provide timely notifications regarding changes in the terms of the contract were needed. Offeror will be evaluated on their ability to achieve subcontracting plan goals (if applicable).

(3) Quality of Performance – Offeror will be evaluated on the degree to which the proposal demonstrates the quality of the contractor's product (or performance) in terms of what the customer expected prior to award versus actual performance. The offeror will be evaluated on the degree to which the proposal provides sufficient information regarding their high standards of workmanship and information demonstrating their ability to meet their premises and commitments.

(4) Schedule Adherence - Offeror will be evaluated on whether they identified past actions indicating their ability to meet performance schedules. The offeror will be evaluated on whether they demonstrated their ability to avoid potential problems that would affect timely performance/delivery. The offeror will be evaluated on their demonstrated ability to perform ahead of schedule. The offeror will be evaluated on their demonstrated ability to properly manage subcontractor performance to avoid schedule delays.

(5) Cost Controls - The offeror will be evaluated on their demonstrated ability to identify cost control and estimating measures. They will be evaluated on their demonstrated ability to identify areas where advance notification was provided regarding potential cost growths. Offeror will be evaluated on their demonstrated ability to aggressively act to control costs including closely monitoring subcontractor costs.

IV. Cost Evaluation

a. The cost proposal shall be evaluated for reasonableness/realism to determine the overall probable cost to the Government in fulfilling all of the requirements under this RFP.

b. In evaluating offers, the contracting officer will perform a cost reasonableness/realism evaluation; a summary level of the cost portion of the offeror's proposal. The purpose of the evaluation is to: (1) verify the offeror's understanding of the requirements, (2) assess the degree to which the cost proposal reflects the approaches and/or risk that the offeror will provide the supplies or services for the offered costs, and (3) assess the degree to which the cost included in the cost proposal accurately represents the work effort included in the technical proposal. Proposed costs may be adjusted, for purposes of evaluation, based on the results of the cost realism evaluation.

c. Unrealistic rates will be considered in the risk assessment and may result in a reduced technical score.

f. The importance of cost as an evaluation factor will increase with the degree of equality of the proposals in relation to the remaining evaluation factors.

g. Evaluation of Indirect Rates Applicable to Support Costs: The determination of the magnitude of the cost proposal will be based upon adding all proposed costs for labor plus support costs. It is intended to reimburse support costs on the basis of actual reasonable and allowable costs incurred plus G&A, or other applicable indirect expense only (NO FEE) under individual delivery orders. Therefore, for evaluation purposes, the Government will add the offeror's proposed G&A rate, or other applicable material handling expense, to the NTE amount specified for Support costs for cost realism purposes when evaluating the total proposal amount.

If the offeror's DCAA approved accounting system includes the application of any other indirect cost rates (in addition to G&A), to the support cost items, those rates shall be identified in the proposal and will also be added by the Government to the respective NTE amount specified for purposes of evaluation. An example would be when the offeror's approved accounting system includes application of material handling to direct material costs and then application of a G&A rate to the subtotal of direct materials plus the material handling.

If an offeror fails to identify, as part of its proposal, an indirect cost rate what would otherwise be applicable to one of the support and subcontract cost items, it shall not be allowed to invoice for that indirect rate after award since the evaluation of its offer did not include that rate.

Notwithstanding the fact that the Government will add proposed indirect cost rates to the support cost NTE amounts specified, it will do so for realism evaluation purposes only and will not actually change the NTE amount at time of award. Rather, the contract will indicate that the NTE amounts are inclusive of G&A and/or whatever other indirect rates the offeror has identified in its proposal, and which were considered in the evaluation of that offer.

If the proposed labor and/or indirect rates (Prime contractor or subcontractor) are not consistent with DCAA information for that offeror, the proposed rates may be adjusted for realism when applied for evaluation purposes. Furthermore, the offeror must explain differences between the proposed labor and indirect rates if recognized that they are not consistent with the current DCAA information. The government may adjust the offerors costs for realism purposes based on current DCAA recommendations if the differences are not supported, or a rate cap offered as part of the proposal that would be incorporated as part of the award. In addition, a responsibility determination will be performed in accordance with FAR 9.1 of the apparent successful offeror with a satisfactory determination or may be considered ineligible/not responsible in consideration for award.

The Naval Surface Warfare Center Carderock Division (NSWCCD) anticipates award of an Indefinite Delivery/Indefinite Quantity, Time and Materials contract for a period of five (5) years as a result of this

solicitation. This form of contract allows the issuance of Delivery Orders (Completion Type) on a time and material completion basis. Completion form Delivery Orders require the contractor to complete and deliver a specified end product (such as hardware or a comprehensive final report) within the originally estimated cost, if possible. The Government may increase the estimated cost and direct the contractor to incur costs above the original estimated cost estimate without an increase in fee.